

**IN THE UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF PENNSYLVANIA**

SECURITIES AND EXCHANGE COMMISSION)	)	
	)	
Plaintiff,	)	1:23-cv-00371
	)	
v.	)	(Judge Conner)
	)	
KEVIN JOHN KANE, and	)	
SEAN MICHAEL KANE	)	
	)	
Defendant	)	
_____	)	

**MOTION OF WINGET SPADAFORA & SCHWARTZBERG, LLP FOR  
LEAVE TO WITHDRAW AS COUNSEL FOR DEFENDANTS**

Winget Spadafora & Schwartzberg, LLP hereby files the within Motion for Leave to Withdraw as Counsel for Defendants and in support thereof, states as follows:

1. Movant is Winget Spadafora & Schwartzberg, LLP (the “Firm”).
2. The firm is currently counsel for Defendants in the above captioned matter. The firm has served as counsel for the Defendants since the commencement of this action.
3. By this motion the firm requests leave to withdraw as counsel for Defendants.
4. The firm is owed a significant receivable by Defendants and the firm has not been able to collect the monies owed for legal services rendered in this action

as well as the preceding SEC investigation that spawned this action. Multiple requests for payment have been ignored by Defendants leaving the outstanding receivable uncollected.

5. The Defendants have been advised that a continued failure to pay this receivable will lead to counsel's withdrawal from representation of them in this action.

6. Defendants have been provided with a copy of the motion in advance of its filing.

7. Withdrawal of counsel is warranted because of the continued representation of the Defendant's will result in an unreasonable burden on the lawyer.

8. Pennsylvania Rule of Professional conduct 1.16(b)(5) permits withdrawal where the "representation will result in an unreasonable financial burden on the lawyer".

9. Courts have consistently allowed law firms to withdraw as counsel because of the financial burden in defending a client in an action without financial compensation. *Granite Companies, LLC v City Capital Corporation*, 2011 WL 13377317 (E.D. Pa. 2011). In *Granite Companies*, counsel was permitted to withdraw as counsel because of unpaid legal bills of \$5,498 which the court found

was an unreasonable financial burden and that the client was unlikely to pay the legal bills in the future.

10. In the instant matter the unpaid legal bills are approximately three times the amount owed to counsel in the *Granite* action and thus cause an unreasonable financial burden on counsel. In addition, multiple requests for payment have been ignored and it is unlikely that such fees will be paid in the future.

11. Withdrawal of counsel for the Defendants will not cause any prejudice to the Defendants nor harm the administration of justice. This matter is still in the early stage of proceedings and the fact discovery deadline is not until August 7, 2024. Such withdrawal will not delay resolution of the case since a potential trial date is not anticipated until early 2025.

WHEREFORE, counsel for Defendants requests that leave be granted to withdraw as counsel for Defendants.

**WINGET, SPADAFORA &  
SCHWARTZBERG LLP**

By: /s/ Denis Dice  
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Attorney for Defendants

Dated: March 11, 2024

**CERTIFICATE OF SERVICE**

I hereby certify that on the date set forth below I served the foregoing Motion to the following through the ECF:

Jodanna Haskins, Esq.  
Securities and Exchange Commission  
1961 Stout Street, 17th Floor  
Denver, Colorado 80294  
*Attorney for Plaintiff*

Date: March 11, 2024

/s/ Denis Dice  
Denis Dice, Esq.